

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Donald Abuda, et al.,

Plaintiffs,

v.

STRONGBLOCK, et al.

Defendants.

Case No. 1:22-cv-10869

**DECLARATION OF DAVID MOSS IN
SUPPORT OF MOTION TO DISMISS
AND COMPEL ARBITRATION**

I, David Moss, declare the following:

1. I am over the age of 18 and competent to make this Declaration.
2. Brian Abramson, Corey Lederer, and Konstantin Shkut and I are all named as individual defendants in the above-captioned lawsuit (hereafter, the “Individual Defendants”).
3. The Individual Defendants are employed by a limited liability company that contracts with Jenison Holdings SEZC for its employees, including the Individual Defendants, to perform certain duties on behalf of Jenison Holdings SEZC.

StrongBlock and Nodes-as-a-Service

4. StrongBlock is an official tradename, registered with the United States Patent and Trademark Office, of Jenison Holdings SEZC, a Special Economic Zone Company located in the Cayman Islands.
5. Jenison Holdings SEZC is hereafter referred to by its official tradename, StrongBlock.
6. StrongBlock’s business model is to provide Nodes-as-a-Service (hereafter, “NaaS”).

7. In general, a blockchain node participates in a blockchain network. A node runs the blockchain protocol's software, which allows the node to submit transactions on the blockchain and keep the network secure. Nodes historically did not receive any financial incentive for performing the node's function.

8. StrongBlock sought to change this drawback by incentivizing individuals to support nodes, which StrongBlock would provision, operate and maintain.

9. StrongBlock started offering NaaS on December 3, 2020.

10. All StrongBlock nodes, infrastructure and applications are provisioned and exist on servers in Singapore; the nodes are owned, operated and maintained by StrongBlock.

11. NaaS works similarly to a typical subscription service; meaning, users pay fees in exchange for certain benefits.

12. Specifically, StrongBlock users contribute 10 non-refundable STRONG (now STRNGR) tokens and an initial maintenance fee to sign up for StrongBlock's NaaS, and are then eligible to receive tokens as a reward.

13. Node rewards were initially paid in STRONG tokens.

14. In April 2022, StrongBlock began paying rewards in STRNGR tokens.

15. All STRONG and STRNGR tokens were created on servers located in Singapore by individuals located in Germany and the Cayman Islands, and issued by an entity related to StrongBlock.

16. There was no Initial Coin Offering of the STRONG or STRNGR tokens.

17. As a part of the NaaS offering, StrongBlock has never sold tokens on its website or sold them to StrongBlock users.

18. Crypto wallet holders may buy and sell the tokens from other token holders on crypto exchanges, but none of the revenue from these token trades has been passed along to StrongBlock or any of its associated entities.

19. The StrongBlock *nodes*, as opposed to the STRONG and STRNGR *tokens*, are not bought or sold on any type of exchange; StrongBlock maintains control and possession of the nodes, and the nodes physically remain in Singapore.

20. By signing up for NaaS, or “creating” a StrongBlock node, a StrongBlock user pays a fee for StrongBlock’s node service in exchange for receiving rewards.

21. The StrongBlock user does not purchase, own, control or take possession of a node.

22. During the StrongBlock sign-up process, Plaintiffs were presented with a sign-up flow that clearly notified them of the contractual nature of the Terms of Service (“TOS”) and allowed them the opportunity to review the terms before manifesting their consent.

23. Thus far, from the NaaS rollout to the present, StrongBlock has used eleven slightly different sign-up flows.

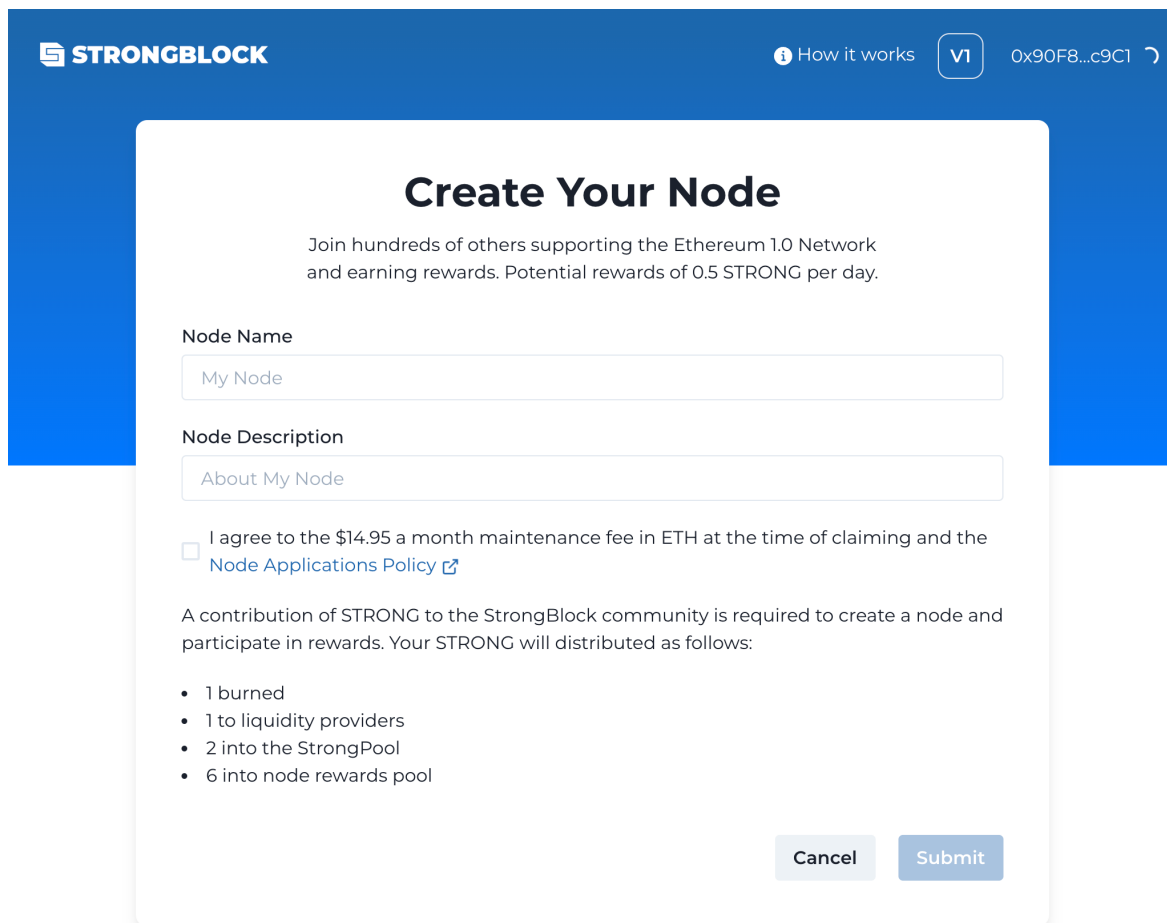
24. However, beginning on December 29, 2020 and through the present, StrongBlock users could sign up for NaaS only if the user affirmatively checks the digital sign-up flow agreeing to StrongBlock’s TOS.

25. From December 29, 2020 through the present, the phrases “I also agree to the . . . Terms of Service”, or “I understand and agree that . . . I have read the . . . Terms of Service,”¹ have always appeared in the sign-up flows, along with a hyperlink to the referenced TOS. Without checking the box, a StrongBlock user cannot sign up for NaaS.

NaaS Sign-Up Flow #1: December 03, 2020 - December 06, 2020

¹ The “I understand and agree that: I have read the . . . Terms of Service” verbiage appeared only briefly, on the sign-up flow StrongBlock used between May 19, 2022 and June 22, 2022.

26. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 3, 2020 through December 04, 2020:



The screenshot shows the 'Create Your Node' form on the StrongBlock website. The form is set against a blue header with the StrongBlock logo and navigation links. The form itself is a white card with a blue border. It contains the following elements:

- Header:** StrongBlock logo, 'How it works' link, a 'V1' badge, and a user address '0x90F8...c9C1'.
- Title:** 'Create Your Node' in large bold text.
- Introductory Text:** 'Join hundreds of others supporting the Ethereum 1.0 Network and earning rewards. Potential rewards of 0.5 STRONG per day.'
- Node Name:** A text input field with the placeholder 'My Node'.
- Node Description:** A text input field with the placeholder 'About My Node'.
- Agreement:** A checkbox followed by the text 'I agree to the \$14.95 a month maintenance fee in ETH at the time of claiming and the [Node Applications Policy](#)'.
- Disclaimer:** 'A contribution of STRONG to the StrongBlock community is required to create a node and participate in rewards. Your STRONG will distributed as follows:'
- Reward Distribution:** A bulleted list:
 - 1 burned
 - 1 to liquidity providers
 - 2 into the StrongPool
 - 6 into node rewards pool
- Buttons:** 'Cancel' and 'Submit' buttons at the bottom right.

NaaS Sign-Up Flow #2: December 07, 2020 - December 16, 2020

27. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 7, 2020 through December 16, 2020:

STRONGBLOCK How it works 0x90F8...c9C1

Create Your Node

Join hundreds of others supporting the Ethereum 1.0 Network and earning rewards. The rewards goal is a Node Universal Basic Income (NUBI) of .2 STRONG. Rewards are regularly adjusted to reach the NUBI.

Node Name

Node Description

☐ I agree to the \$14.95 a month maintenance fee in ETH at the time of claiming and the [Node Applications Policy](#)

A contribution of STRONG to the StrongBlock community is required to create a node and participate in rewards. Your STRONG will distributed as follows:

- 1 burned
- 1 to liquidity providers
- 2 into the StrongPool
- 6 into node rewards pool

Cancel Submit

NaaS Sign-Up Flow #3: December 17, 2020 - December 28, 2021

28. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 17, 2020 through December 28, 2020:

STRONGBLOCK How it works Ox90F8...c9C1

Create Your Node

Join hundreds of others supporting the Ethereum 1.0 Network and earning rewards. The rewards goal is a Node Universal Basic Income (NUBI) of .2 STRONG. Rewards are regularly adjusted to reach the NUBI.

Node Name

Node Description

A contribution of STRONG to the StrongBlock community is required to create a node and participate in rewards. Your STRONG will distributed as follows:

- 10% burned
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.

☐ I agree to the \$14.95 a month maintenance fee in ETH at the time of claiming and the [Node Applications Policy](#)

Cancel Submit

NaaS Sign-Up Flow #4: December 29, 2020 - February 24, 2021

29. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 29, 2020 through February 24, 2021:

STRONGBLOCK How it works Ox90F8...c9C1

Create Your Node

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. The rewards goal is a Node Universal Basic Income (NUBI) of .2 STRONG daily. Rewards are regularly adjusted to reach the NUBI.

Node Name

My Node

Node Description

About My Node

A contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will distributed as follows:

- 10% burned
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.

☐ I agree to a monthly maintenance fee of ~\$14.95 USD (calculated and payable as basis points of an ETH) at the time of signup, and every month thereafter. I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel Submit

NaaS Sign-Up Flow #5: February 25, 2020 - March 21, 2021

30. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from February 25, 2020 through March 21, 2021:

STRONGBLOCK How it works Ox90F8...c9C1

Create Your Node

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. The rewards goal is a Node Universal Basic Income (NUBI) of .2 STRONG daily. Rewards are regularly adjusted to reach the NUBI.

Node Name

Node Description

A contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will distributed as follows:

- 10% future use
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool


Distribution subject to change over time.

☐ I agree to a monthly maintenance fee of ~\$14.95 USD (calculated and payable as basis points of an ETH) at the time of signup, and every month thereafter. I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel Submit

NaaS Sign-Up Flow #6: March 22, 2021 - March 30, 2021

31. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from March 22, 2021 through March 30, 2021:



How it works
0x90F8...c9C1

Create Your Node

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. Nodes receive Node Universal Basic Income (NUBI) on a per Ethereum block basis. Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

Node Name

My Node

Node Description

About My Node

A contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will distributed as follows:

- 10% future use
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.


☐ I agree to a monthly maintenance fee of ~\$14.95 USD (calculated and payable as basis points of an ETH) at the time of signup, and every month thereafter. I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel

Submit

NaaS Sign-Up Flow #7: March 31, 2021 - July 29, 2021

32. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from March 31, 2021 through July 29, 2021:



How it works
Ox90F8...c9C1

Create Your Node

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. Nodes receive Node Universal Basic Income (NUBI) on a per Ethereum block basis. Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

Node Name

My Node

Node Description

About My Node

A contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will distributed as follows:

- 10% future use
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.

I agree to a monthly maintenance fee of ~\$14.95 USD (calculated and payable as basis points of an ETH) at the time of signup, and every month thereafter. I understand that

☐ failure to pay monthly fee within 30 days of due date will result in the smart contract automatically removing the node. I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel

Submit

NaaS Sign-Up Flow #8: July 30, 2021 - December 9, 2021

33. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from July 30, 2021 through December 9, 2021:

STRONGBLOCK NFTS APP FAQ 0x90F8...c9C1

Create Your Node

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. Nodes receive Node Universal Basic Income (NUBI) on a per Ethereum block basis. Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

Node Name
My Node

Node Description
About My Node

A contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will be distributed as follows:

- 10% future use
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.

☐ I agree to a monthly maintenance fee of ~\$14.95 USD (calculated and payable as basis points of an ETH) at the time of signup, and every month thereafter. I understand that failure to pay monthly fee within 30 days of due date will result in the smart contract automatically removing the node. I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel Approve STRONG Submit

NaaS Sign-Up Flow #9: December 10, 2021 - May 18, 2022

34. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 10, 2021 through May 18, 2022:

STRONGBLOCK NFTS APP FAQ 0.0000 ETH 0x90F8...c9C1

Create Your Node

Select your node protocol to continue

Ethereum Polygon Sentinel

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. Nodes receive Node Universal Basic Income (NUBI) on a per Ethereum block basis. Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

Node Name

My Node

Node Description

About My Node

A non-refundable and non-returnable contribution of 10 STRONG to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRONG will be distributed as follows:

- 10% future use
- 10% to STRONG-ETH and LINK-STRONG Pools for rewards
- 20% into the Strong Pool
- 60% into node rewards pool

Distribution subject to change over time.

I agree the following terms:


- ☒ I agree to pay a monthly maintenance fee of ~14.95 USD (calculated and payable as basis points of ETH) at the time of node creation, and I will pay every month thereafter.
- ☒ I understand that the fee cannot be automatically paid from my wallet, I must initiate the monthly fee manually.
- ☐ I understand that failure to pay the monthly fee within 30 days after the due date will result in the smart contract automatically expiring the node.
- ☐ I also understand and agree that if I fail to pay my node fees I forfeit all unclaimed rewards for that node and that I must manually pay the fee every month.
- ☐ I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel **Approve STRONG** **Create ETHEREUM node**

NaaS Sign-Up Flow #10a: Ethereum Classic - May 19, 2022 - June 22, 2022

35. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from May 19, 2022 through July 22, 2022:

⚠ Entangled Nodes are available now!


 **STRONGBLOCK**


[NFTS](#)
[APP](#)
[SUPPORT](#)

0.0000 ₿ 0 S
0x90F8...c9C1

Create Your Node

Select your node protocol to continue

 Entangled

 Ethereum

Join thousands of others supporting the Ethereum 1.0 Network and earning rewards. Nodes receive Node Universal Basic Income (NUBI) on a per Ethereum block basis. Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

Node Name

My Node

Node Description

About My Node

A non-refundable and non-returnable contribution of 10 STRNGR to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRNGR will be distributed as follows:

- 10% future use
- 90% to rewards and pools

Distribution subject to change over time.

I understand and agree that:

- I cannot move my node to another wallet.
- If I give away my wallet credentials that there is NOTHING that StrongBlock can do to assist me.
- I must manually pay an initial maintenance fee of ~14.95 USD (calculated and payable as basis points of ETH) at the time of node creation, and I will pay every month thereafter.
- The maintenance fee cannot be automatically paid from my wallet, and I must initiate the maintenance fee manually.
- ☐ Failure to pay the monthly fee within 30 days (the grace period) after the due date will result in the smart contract automatically expiring the node.
- If I fail to pay my node fees after the grace period, I forfeit all unclaimed rewards for that node.
- There is a maximum of 20 STRNGR rewards per node for this node type.
- This is not financial advice and there is no promise of future financial return.
- I have read the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel

Approve STRNGR

Create ETHEREUM node

36. Sign-ups for StrongBlock’s original NaaS, referred to here as “Ethereum Classic” were discontinued on June 22, 2022.

NaaS Sign-Up Flow #10b Ethereum Entangled: May 19, 2022 - December 12, 2022

37. StrongBlock began offering “entangled” NaaS on May 19, 2022, which allows StrongBlock users to consolidate the transactions necessary to claim rewards.

38. The graphic below depicts StrongBlock’s NaaS sign-up flow that was used from May 19, 2022 through December 12, 2022 for StrongBlock’s new “entangled” NaaS:

⚠ Entangled Nodes are **available now!**



NFTS APP SUPPORT



NaN 0 S



Create Your Node

Select your node protocol to continue

Entangled

Ethereum

Ethereum Entangled Nodes simplify node management, allowing you to pay or claim your rewards in a single transaction. Each node receives .075 STRNGR per day with a 20 STRNGR lifetime maximum. Rewards are based on many factors, including number of nodes, node revenue, token price, and NFT ownership; are variable; and are not guaranteed.

You have 0 Ethereum nodes in your entangled node pack.

Name

My Entangled Node Pack

Description

About My Entangled Node Pack

Add Nodes

1

A non-refundable and non-returnable contribution of 10 STRNGR to the StrongBlock community is required to create a node and participate in rewards. Your 10 STRNGR will be distributed as follows:

- 10% future use
- 90% to rewards and pools

Distribution subject to change over time.

I agree to the following terms:

- I understand that I cannot move my node to another wallet. I also understand that if I give away my wallet credentials that there is NOTHING that StrongBlock can do to assist me.
- I agree to pay a monthly maintenance fee of ~14.95 USD (calculated and payable as basis points of ETH) at the time of node creation, and I will pay every month thereafter.
- ☐ • I understand that the fee cannot be automatically paid from my wallet, I must initiate the monthly fee manually.
- I understand that failure to pay the monthly fee within 30 days after the due date will result in the smart contract automatically expiring the node.
- I also understand and agree that if I fail to pay my node fees I forfeit all unclaimed rewards for that node and that I must manually pay the fee every month.
- I also agree to the [Node Applications Policy](#) and the [Terms of Service](#)

Cancel

Approve STRNGR

Create 1 entangled Ethereum nodes

NaaS Sign-Up Flow #11: December 13, 2022 – Present

39. The graphic below depicts StrongBlock's NaaS sign-up flow that was used from December 13, 2022 through the present:

⚠ Polygon Entangled NaaS now available. [See Details](#)



NFTS APP SUPPORT



NaN 0 S



Sign Up Now

Select your NaaS protocol to continue



Entangled



Entangled



Entangled

Polygon Entangled Packs allow you to pay or claim your rewards in a single transaction. Each Polygon Nodes-as-a-Service (NaaS) Subscription receives 0.150 STRNGR per day with a 20 STRNGR maximum. Rewards are based on many factors, including number of NaaS Subscriptions, node revenue, and NFT ownership; are variable; and are not guaranteed.

Our Terms of Service changed on December 13, 2022. By continuing to use this website, you acknowledge you have read and agreed to the [Terms of Service](#), the [Privacy Policy](#), and the [Node Application Policy](#)

You have 0 Polygon NaaS Subscriptions in your entangled pack.

Name

My Entangled Pack

Description

About My Entangled Pack

NaaS Subscription Count

1

A non-refundable and non-returnable contribution of 10 STRNGR to the StrongBlock community is required to sign up for a NaaS Subscription and participate in rewards. Your 10 STRNGR will be distributed as follows:

- 10% future use
- 90% to rewards and pools

Distribution subject to change over time.

☐ I agree to the [Terms of Service](#) and the [Node Applications Policy](#)

I also agree to the following terms:

- I agree to pay a monthly maintenance fee in ETH at signup, and every month thereafter, until I have reached maximum rewards.
- I understand that fees cannot be automatically paid from my wallet, so I must initiate fee payments manually.
- I understand that failure to pay the monthly fee within 30 days after the due date will result in the forfeit of remaining and unclaimed rewards. NaaS Subscriptions that have reached maximum rewards expire on the day payment is due.

Cancel

Approve STRNGR

Create 1 Polygon NaaS Subscription

Summary of NaaS Sign-Up Flows

40. None of the StrongBlock NaaS sign-up flows required Plaintiffs to scroll down the screen to see the notice language.

41. The notice language was spatially coupled, placed directly below the node name and description fields and contained the phrase “I also agree to the [Node Applications Policy](#) and the [Terms of Service](#),” prompting Plaintiffs to read the hyperlinked Node Applications Policy and the Terms of Service contractual provisions.²

42. StrongBlock advises its users that “Rewards calculations are based on many factors, including the number of nodes, node health, node revenue, token price, and NFT ownership.”

43. Users are advised that rewards “are variable,” and are “not guaranteed.”

StrongBlock’s Terms of Service

44. Beyond the initial sign-up process, StrongBlock users continually agree to the TOS as a condition of their ongoing use of the StrongBlock website.

45. The TOS, a hyperlink to which is always prominently displayed on StrongBlock’s webpages, states: “If you do not agree to these Terms, you must cease your use of this site, and you may not use any of the Products & Services.” This phrase has appeared on all versions of the TOS from January 16, 2021 onward.

46. Later versions of the TOS, beginning with the version dated June 17, 2021, contain the following statements that likewise require StrongBlock website users to consent to the TOS:

“If you do not agree to these Terms, you must not access or use the Site.”

² Slightly different verbiage, “I understand and agree that: I have read the . . . Terms of Service” was used between May 19, 2022 and June 22, 2022. Again, the “Terms of Service” were visible in contrasting, hyperlinked text.

“You agree and understand that by accessing or using the Site following any change to these Terms, you are agreeing to the revised Terms and all of the terms incorporated therein by reference.”

“Review the Terms each time you access the Site to ensure that you understand how the Terms apply to your activities on the Site.”

See **Exhibit B-1** (A true and correct copy of the June 17, 2021 StrongBlock Terms of Service, as accessed on March 3, 2023 through the Wayback Machine Internet archive, is attached to my Declaration as Exhibit B-1).

47. Participation in StrongBlock’s NaaS requires users to pay monthly node fees via the StrongBlock site, and website use is required for StrongBlock users to claim their rewards.

48. Meaning, StrongBlock users first agree to the TOS when they sign-up for NaaS, and thereafter agree to the TOS each and every time they use StrongBlock’s website to pay fees, claim rewards, or check the balance of their rewards.

The Arbitration Agreements

49. The current StrongBlock Terms of Service pertaining to dispute resolution have been published on the StrongBlock website continuously since January 16, 2021 with no changes.

50. A previous version of the Terms of Service, which included a similarly broad arbitration provision, was in place before December 3, 2020, when StrongBlock launched the NaaS platform.

51. All individuals or entities who claim to have “purchased” StrongBlock nodes have agreed to accept StrongBlock’s Terms of Service, which have always included a broad provision for individual binding arbitration.

52. Those who signed up for StrongBlock’s NaaS during the first six weeks of the rollout, between December 3, 2020 and January 16, 2021, agreed to the following terms for dispute resolution:

15. Dispute Resolution

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email ... so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren’t able to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below. Any claim or controversy arising out of or relating to the App, this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability (“Dispute”), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules. The arbitration will be held in San Francisco, California, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(hereafter referred to as the “**December 3, 2020 Arbitration Agreement**”).

53. A true and correct copy of the December 3, 2020 StrongBlock Terms of Service, as accessed on March 3, 2023 through the Wayback Machine Internet archive, is attached to my Declaration as **Exhibit B-2**.

54. The December 3, 2020 Arbitration Agreement contains a choice of law provision for California law.

55. Those who signed up for StrongBlock’s NaaS from January 16, 2021, through the present, agreed to the following terms for dispute resolution:

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

* * *

DISPUTE RESOLUTION - AGREEMENT TO ARBITRATE

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

INFORMAL DISPUTE RESOLUTION: Most user concerns can be resolved by use of our “Support” feature available on all applications pages. If StrongBlock is unable to resolve your concerns and a dispute remains between you and StrongBlock, this Section explains how the parties have agreed to, and shall, resolve it.

You and StrongBlock agree to make reasonable, good faith efforts to informally resolve any dispute before you initiate formal dispute resolution. You agree to send StrongBlock a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. Written notice to StrongBlock must be sent via postal mail to Strathvale House, 90 North Church Street, George Town, Grand Cayman, KY1-1106, Cayman Islands (“Notice Address”).

FORMAL DISPUTE RESOLUTION: If StrongBlock and you do not resolve the claim within sixty (60) calendar days after the Notice is received, then your options for formal dispute resolution depend upon your country of residence. This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

FOR RESIDENTS OF THE UNITED STATES & OTHER JURISDICTIONS THAT ENFORCE BINDING ARBITRATION: YOU AND StrongBlock AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND StrongBlock ARISING IN CONNECTION WITH OR RELATING IN ANY WAY TO THESE TERMS OR TO YOUR RELATIONSHIP WITH StrongBlock AS A USER OF THE SERVICE (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, AND WHETHER THE CLAIMS ARISE DURING OR AFTER THE TERMINATION OF THE SERVICE) WILL BE DETERMINED BY MANDATORY BINDING INDIVIDUAL (NOT CLASS, REPRESENTATIVE, OR ACTION) ARBITRATION. YOU AND StrongBlock FURTHER AGREE THAT THE ARBITRATOR SHALL HAVE THE EXCLUSIVE POWER TO RULE ON HIS OR HER OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THE ARBITRATION AGREEMENT OR TO THE ARBITRABILITY OF ANY CLAIM OR COUNTERCLAIM.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited

discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

YOU AND StrongBlock AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER (OR IN A REPRESENTATIVE OR ACTION) IN ANY PURPORTED CLASS OR, REPRESENTATIVE, OR ACTION. Unless both you and StrongBlock agree, no arbitrator or judge may allow more than one person's claims or otherwise preside over any form of a representative or class proceeding, and the arbitrator specifically does not have the power to alter this. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Either you or we may start arbitration proceedings. Any arbitration between you and StrongBlock will be administered at the International Chamber of Commerce ("ICC") International Court of Arbitration under the Rules of Arbitration of the ICC then in force (the "ICC Rules"), as modified by this Arbitration Agreement, or, if ICC no longer exists or is unable to participate, such other arbitration forum selected by StrongBlock. The language to be used in the arbitral proceeding shall be English. For more information on the ICC, the Rules and Procedures, or the process for filing an arbitration claim, you may call the ICC in Paris, France at +33 (0) 1 49 53 28 28 or visit the ICC website at <https://iccwbo.org>.

Unless StrongBlock expressly agrees in writing to the contrary, the parties shall keep confidential all awards and orders in any arbitration pursuant to this section, as well as all materials in the arbitral proceedings created for the purpose of the arbitration and all other documents produced by another party in the arbitral proceedings not otherwise in the public domain; provided that the foregoing shall not prevent either party from making any disclosure of such to the extent that disclosure is required of a Party by a legal duty, to protect or to pursue a legal right, or to enforce or challenge an award in legal proceedings before the appropriate court or other judicial authority. You and StrongBlock agree that the US Federal Arbitration Act applies and governs the interpretation and enforcement of this provision, to the extent applicable.

Absent a contrary decision of the arbitrator or otherwise required by applicable law, the parties agree that the seat and venue of the arbitration is the Cayman Islands. The language of the arbitration will be English. The arbitration will be conducted before one commercial arbitrator from the International Chamber of Commerce ("ICC") with substantial experience in resolving commercial contract disputes. As

modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the ICC's Arbitration Rules including its Expedited Procedure Provisions (collectively, the "Rules and Procedures"). The ICC Emergency Arbitrator Provisions shall not apply.

The dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed to be necessary by the arbitrator, in which case, a party may elect to participate telephonically. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and StrongBlock may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Nothing in this Section removes or limits StrongBlock's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence. Additionally, notwithstanding this agreement to arbitrate, claims for infringement or misappropriation of the other party's patent, copyright, trademark, trade secret or other intellectual property rights shall not be subject to arbitration under this Section.

You or StrongBlock may seek emergency equitable relief before a court located in the Cayman Islands in order to maintain the status quo pending arbitration and you agree to submit to the exclusive personal jurisdiction of the courts located within the Cayman Islands for such purpose. A request for interim measures shall not be deemed to be a waiver of the right to arbitrate.

FOR RESIDENTS OF THE EUROPEAN UNION & OTHER JURISDICTIONS THAT DO NOT ENFORCE THE BINDING ARBITRATION ABOVE: Any non-arbitrable disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Cayman Islands.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or StrongBlock. With the exception of any provision of this Section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, any provision of this Section prohibiting arbitration on a class or collective basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor StrongBlock will be entitled to arbitration.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT

OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

(hereafter referred to as the “**January 16, 2021 Arbitration Agreement**”).

56. A true and correct copy of the January 16, 2021 StrongBlock Terms of Service, as accessed on March 3, 2023 through the Wayback Machine Internet archive, is attached to my Declaration as **Exhibit B-3**.

57. The January 16, 2021 Arbitration Agreement states that it “supersedes and replaces any prior agreements or understandings between StrongBlock and you regarding the Site and Service.”

58. The January 16, 2021 Arbitration Agreement contains a choice of law provision for the Cayman Islands.

59. Only about 1% of all NaaS subscriptions were created by StrongBlock users prior to January 16, 2021.

60. It is highly unlikely that any person signed-up for StrongBlock NaaS before January 16, 2021 and, after that date, never used the StrongBlock website to pay fees, claim rewards, check rewards or sign up for additional NaaS.

61. After January 16, 2021, anyone who used the StrongBlock website to initially sign up for StrongBlock’s NaaS, sign up for additional NaaS, pay fees, or redeem rewards, agreed to accept the TOS, which always contained a provision for binding arbitration of their disputes with StrongBlock.

62. StrongBlock NaaS sign-up and participation is not possible without a user affirmatively agreeing to the StrongBlock TOS.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 3, 2023 by

A handwritten signature in black ink, appearing to read "David Moss". The signature is fluid and cursive, with the first name "David" written in a larger, more prominent script than the last name "Moss".

David Moss